

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

WRIT PETITION NO.228 OF 2005

Maharashtra General Kamgar Union ..Petitioner.

Vs.

M/s. Britannia Industries Ltd.

& Ors.

..Respondents.

....

Ms. Gayatri Singh for the Petitioner.

Mr. C.U. Singh for Respondent No.1.

....

CORAM : DR.D.Y.CHANDRACHUD, J.

2nd February, 2005.

P.C. :

In clause 4 of the order of this Court dated 12th July, 2004 the following provision was made as an interim arrangement with the consent of the parties :

"(4) The amount that is agreed to be paid in terms of clause (2) above, shall be paid upto

a limit not exceeding the closure compensation to which the workmen would be entitled in accordance with the order of the specified authority."

The Commissioner of Labour in his order dated 23rd March, 2004 granted closure permission under Section 25-0 of the Industrial Disputes Act, 1947 and directed that the workmen should be given the benefit of either the Voluntary Retirement Scheme dated 5th March, 2004 or the closure compensation under Section 25-0(8) whichever was more beneficial. While interpreting clause 4 of the order dated 12th July, 2004, the Industrial Court has held that what the consent order before this Court postulates is that the amount of wages that would be paid would be equivalent to and in any event not in excess of the closure compensation under Section 25-0(8). This interpretation cannot be regarded as perverse at any rate when the impugned order is only an interim order pending the adjudication of the reference.

Counsel appearing on behalf of the First Respondent states that even now the First Respondent is willing to offer the benefit of the

Voluntary Retirement Scheme dated 5th March, 2004 to those workers who would be willing to accept the scheme in its entirety and to accept the payment under the scheme in full and final settlement. The Court has been informed that the Industrial Court has already commenced recording evidence of the managements' witnesses and the reference has been conducted from day to day. The parties have agreed that they shall co-operate with the Industrial Court without seeking needless adjournments in order to ensure that the reference is disposed of as expeditiously as possible. In the circumstances, no case for interference is made out. The Petition is rejected.